

SCOTT PLACE PHARMACY, LLC,

Plaintiff,

v.

OPTUMRX, LLC,

Defendant.

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C.A. No. 4:17-cv-1598

**ENTERED**

August 08, 2017

David J. Bradley, Clerk

**ORDER ON AGREED MOTION TO COMPEL ARBITRATION**

The Court, having considered Defendant OptumRx, Inc.'s ("OptumRx") Agreed Motion to Compel Arbitration (the "Motion"), is of the opinion and finds that the Motion should be and is hereby **GRANTED**. It is therefore

**ORDERED** that, with respect to claims arising under or related to the Pharmacy Network Agreement ("Agreement") between OptumRx and Vpharm Clinical Consulting Services PLLC d/b/a Texas Care Pharmacy ("TCP"), and pursuant to 9 U.S.C. § 4, Plaintiff Scott Place Pharmacy, LLC must proceed, if at all, in accordance with the dispute resolution provisions of the Agreement, which includes mandatory arbitration. It is further

**ORDERED** that, pursuant to 9 U.S.C. § 3, because all of the claims raised by Plaintiff herein are subject to the dispute resolution provisions of the Agreement, including mandatory binding arbitration, this action is **DISMISSED**, with costs incurred herein taxed against the party incurring same.

**SO ORDERED.**

Signed this 8 day of Aug 2017.

  
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Gray H. Miller  
United States District Judge